

so detached shall be applied and accepted by Lessee as payment of rentals accruing under this lease and shall constitute full payment by rental accruing as herein and computed as such deliveries during the period Lessee shall elect to pay said rentals in installments.

At any time during the term hereof Lessee shall be entitled to debit to any account whatsoever. Lessee shall have the right to apply any accrued rental upon said account indebtedness of Lessee, and Lessee agrees that this amount so applied shall constitute rental payments hereunder.

Lessee covenants and agrees to and with Lessor that the rents being paid in the manner and at the time prescribed and the covenants and conditions and warranties herein being all and singularly fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance or molestation from Lessor, and Lessor hereby assigns and defends to Lessee against all lawful claims of all persons whatsoever the premises and property hereby granted. Lessor further covenants and agrees that without Lessee's consent, it will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by Lessor adjacent to the premises covered hereby.

During the term of this lease the Lessor covenants and agrees to pay all general and special taxes and any taxes for water devised and assessed, or charged, against said premises or the property of Lessor situated thereon, or on account of the use or occupancy of any or all thereof, and Lessor shall at its own expense obtain and have issued to and on the name of the Lessor, or its nominee, any permits necessary or required to operate and maintain said stations.

Lessor shall, at its own cost, maintain in good condition and repair the improvements and personal property hereby leased. Should said properties be destroyed, or be so damaged by fire or other casualty as to become untenable, Lessor shall have sixty (60) days within which to rebuild or replace said properties. In the event Lessor shall fail or refuse so to do, Lessee may terminate this lease. Rentals hereunder shall be abated during such time as Lessor shall fail to so maintain and repair such improvements and personal property, and for said premises shall be untenable.

Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of whatever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises all business of storing, distributing and marketing products of refined petroleum. Any installation hereafter or hereafter made by Lessee of its equipment, or its signs advertising its business, or of any of its property upon said premises shall be conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.

Lessee shall have the right to make proper connections with any and all water, gas, and sewer lines and pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

In the event Lessee shall be in default in the